

Exhibit 4
DRAFT
COPIER LEASE CONTRACT

This Copier Lease Contract (hereinafter Contract) is entered into on and as of _____, 2026, by and between Augusta, Georgia, by and through the Augusta, Georgia Commission (Augusta), and **The Pollock Company** (Contractor). This Contract is prepared in accordance with the Procurement Regulations of Augusta, Georgia and shall be controlled by provision thereof.

1. DEFINITIONS

As used in this Contract the terms below are defined as follows:

- A.** "Augusta" shall mean Augusta, Georgia, acting by and through the Augusta, Georgia Commission.
- B.** "Using Department" shall mean all departments listed on Attachment "A" attached hereto and incorporated herein by reference.
- C.** "Contract Administrator" shall mean the individual and/or department assigned to administer this Contract, to wit: the Augusta, Georgia Procurement Department and its Director.
- D.** "Contractor" shall mean **The Pollock Company**, whose authorized representative is _____, who is responsible for the performance obligation of the Contractor under the Contract.
- E.** "Commission" shall mean the Augusta, Georgia Commission.

2. TERM; TERMINATION

- A.** This Contract shall be for an initial term of one (1) year, beginning _____, 2025 and automatically renewing annually for four (4) years, by the mutual written consent of the parties, unless earlier terminated.
- B.** The parties agree that Augusta may terminate this Contract or any work or delivery required hereunder, from time to time, either in whole or in part. Either party wishing to terminate this contact, must give a 90 day written notice of such intent.
- C.** Termination by Augusta, in whole or in part, shall be affected by delivery of a Notice of Termination signed by the Procurement Director, mailed or delivered to Contractor, and specifically setting forth the effective date of termination.
- D.** Upon receipt of such Notice, Contractor shall:
 - i.** Cease work and future deliveries due under this Contract, on the date, and as specified in the Notice of Termination;
 - ii.** Place no future orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice of Termination;
 - iii.** Terminate all subcontractors except those made with respect to Contract performance not subject to the Notice of Termination;
 - iv.** Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Department of Augusta; and
 - v.** Use its best efforts to mitigate any damages which may be sustained by Augusta as a consequence of termination under this clause.

After complying with the provision of paragraph iii Above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of termination, unless an extension is granted by the Director of Procurement.

The Director of Procurement, with the approval of the Commission, shall pay from the Using Department's budget reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and future reduced by the price of the services not delivered, or those services not provided.

This Contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.

In the event that the parties cannot agree on the whole amount to be paid to Contractor by reason of termination under this clause, the Director of Procurement shall pay to the Contractor the amount determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:

- i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - A. Cost of the work performed;
 - B. The cost of settling and paying any reasonable claims as provided in subparagraph iv above;
 - C. A sum as determined by the Director of Procurement and approved by the Commission to be fair and reasonable.
- ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of services not terminated.

In the event that Contractor is not satisfied with any payments which the Director of Procurement shall determine to be due under this clause, the Contractor may appeal any claim to the Commission in accordance with the "Disputes" clause of this Contract.

Contractor shall include a provision similar to this one in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar Contractor from any recovery from Augusta whatsoever of loss or damage sustained by a subcontractor as a consequence of termination.

- A. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any Contract or provision contained herein.
- B. In the event Contractor sells, transfers or relinquishes, whether involuntarily or voluntarily, its ownership interest in the corporation, partnership or proprietorship identified in this Contract, this Contract shall terminate in accordance with this Contract.

3. INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference into this Contract:

- A. Contractor's Proposal: Copier Management Service for Augusta, Georgia
RFP #25-301
- B. Augusta's **RFP # 25-301, Copier Services**

In the event of any inconsistency between the Contractor's Proposal and Augusta's RFP, the terms and conditions of the RFP shall control.

4. PROVISION OF SERVICES

Contractor hereby agrees to provide to Augusta the services described herein and further outlined in, Scope of Work. The Scope of Work shall take precedence over the documents set forth in Section 3 in the event of inconsistency.

5. CONTRACT AMOUNT

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, Augusta certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor a base monthly amount of _____ (\$.⁰⁰); in accordance with the pricing structure contained in the RFP which is attached hereto and incorporated herein by reference (the "Pricing Structure"), for the 36-month term of this Contract. Contractor shall not invoice, or receive any payments in excess of this amount, except pursuant to the provisions of the Pricing Structure and/or Section 11 herein. Contractor specifically acknowledges and agrees that it shall not receive payment or reimbursement for expenses, including those relating to travel, purchase of supplies or related items.

To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Contract without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

6. METHOD OF PAYMENT

Contractor shall submit monthly invoices listing the services performed and completed as outlined in the Pricing Structure. The invoice should cite the backup itemized charges separately for service to each cost center. An original summary invoice shall be sent to: **Accounting Department, Room 800, 535 Telfair Street, Augusta, Georgia 30901.**

Augusta will make payment to Contractor within 30 days of receipt of a correct invoice based upon the Pricing Structure. Payment will be based on unit prices.

7. TIME OF ESSENCE AND COMPLETION

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary. The terms of this Contract supersede any and all provisions of the Georgia Prompt Pay Act.

Contractor shall provide the contract services in accordance with RFP and to completed 30 days after receipt of the purchase order.

The Consultant agrees to pay as liquidated damages to Augusta the sum of \$ _____ for each consecutive calendar day after expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented Contractor failures. In addition to other costs that may be recouped, Augusta may include costs of

personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

Neither party will be liable for or be considered to be in breach of or default under this Contract on account of, any delay or failure to perform as required by this Contract as a result of any Force Majeure Event or other cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance. For purposes of this Contract, "**Force Majeure Event**" means an act of God, war (whether or not actually declared), armed conflict or the serious threat of the same, hostility, blockade, military embargo, sabotage, insurrection, rebellion, act of a public enemy, riot or other act of civil disobedience, governmental act, judicial action, explosion, act of terrorism or threat thereof (including cyberterrorism), natural disaster (including without limitation asteroid strikes or volcanic activity), violent storm (including without limitation hurricanes, tornados or blizzards), atmospheric disturbance (including without limitation geomagnetic storm, solar flare or sun outage with respect to electricity grids, transformers and satellite transmissions), destruction by lightning, fire, earthquake, tsunami, flood, plague, epidemic, pan-epidemic, quarantine, civil commotion, strike or lockout or labor dispute (excluding for the avoidance of doubt strikes of Leena Al's staff), satellite malfunction, prolonged internet outage, communications line failure or power failure.

8. KEY PERSONNEL

A. Contractor shall assign to this Contract the following key personnel:

- i. _____**
- ii. _____**
- iii. _____**

A. During the period of performance, Contractor shall make no substitutes to key personnel unless the substitution is necessitated by illness, death, or termination of employment. Contractor shall notify the Augusta, Georgia Director of Procurement within five (5) calendar days after the occurrence of any of these events and provide the following information, providing a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Augusta, Georgia Director of Procurement. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Augusta, Georgia Director of Procurement will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

9. INSPECTION AND ACCEPTANCE

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and re-submit the report/deliverable. Failure to submit acceptable work within said (10) ten-day period shall constitute a breach of this contract for which the Contractor may be held in default.

10. ASSIGNABILITY OF CONTRACT

Neither this contract, nor any part hereof, may be assigned by Contractor to any other party without the prior express written permission of Augusta.

11. MODIFICATIONS OR CHANGES TO THIS CONTRACT

All modifications and changes to this Contract shall be in writing and signed by both parties. The Contract Administrator, with the approval of the Commission, shall have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such change orders shall be limited to reasonable changes in the services to be provided or the time of delivery; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the contract now subject to the conditions and limitations herein.

Contractor need not perform any work described in any Change Order unless it has received a written certification from Augusta that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

Contractor shall make a demand for payment for completed Change Order work within thirty (30) days of completion of Change Order, unless such time period is extended in writing, or unless the Director of Procurement requires submission of a cost proposal prior to the initiation of any changed work or services. Later notification shall not bar the honoring of such claim or demand unless Augusta is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

12. EMPLOYMENT DISCRIMINATION – CONTRACT OVER \$10,000

During the performance of this Contract, Contractor agrees as follows:

- A.** Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, disability, or national origin, except where religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post, in conspicuous places, notices setting forth the provisions of this nondiscrimination clause.
- B.** Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer.
- C.** Notices, advertisements and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.

13. INSURANCE

The Contractor shall, at all times that this Contract is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Contractor in performance of the work during the term of this Contract.

The Contractor shall provide, at all times that this Contract is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The Contractor shall provide, at all times that this Contract is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance** – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance** – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance** – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance** – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance** – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

Augusta will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the Augusta, and shall be noncancelable except on thirty-(30) days' written notice to the Augusta. Such policies shall name the Augusta as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Contract.

14. EXAMINATION OF RECORDS

Contractor agrees that Augusta or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Contractor involving transactions related to this Contract.

Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this contract, a provision to the effect that the subcontractor agrees that Augusta, or any duly authorized representative, shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The period of access provided in the paragraphs above for records, books, documents, and papers which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

The Parties acknowledge that both Contractor and Augusta are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Contractor acknowledges and agrees that Augusta may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Contractor as to any records or data in the Augusta's possession.

Upon execution of this Agreement, Contractor shall designate in writing that one or more of its officers shall be the open records officer for Contractor in accordance with the Open Records

Act. In the event that Contractor receives a request for records under the Open Records Act, Contractor shall notify Augusta within two business days by sending an email, return receipt requested, [dedicated email address we create]. Contractor shall provide Augusta with copies of all records proposed for production prior to responding to such request. Contractor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Contractor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to Augusta at the time the proposed production is provided to Augusta that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Contractor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Contractor's complete compliance with the provisions of this section shall be performed at no cost to Augusta.

Contractor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Contractor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to Augusta by such production, then Contractor shall pay Augusta the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Contractor. Where actual damages are calculable, then Augusta shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the Augusta's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

15. DISPUTES

Disputes by Contractor with respect to this Contract shall be decided in the first instance by the Augusta, Georgia Director of Procurement, who shall reduce his or her decision to writing. Further appeal shall be made in writing to the Commission. Decisions by the Commission shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not be supported by any evidence. Pending a final determination of a properly appealed decision of the Director of Procurement, Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

The law of the State of Georgia shall govern the Contract between Augusta and Contractor with regard to its interpretation and performance, and any other claims related to this Contract.

All claims, disputes and other matters in question between Augusta and Contractor arising out of or relating to the Contract, or the breach thereof, shall be decided in the Superior Court of Richmond Augusta, Georgia. The Contractor, by executing this Contract, specifically consents to jurisdiction and venue in Richmond Augusta and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond Augusta, Georgia

Except as otherwise provided in this Contract, Contractor shall indemnify and hold harmless Augusta, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work.

15. MISCELLANEOUS

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work

authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

15. INTEGRATION CLAUSE

This contract, and any and all exhibits thereto, and/or documents incorporated by reference into this Contract, shall constitute the whole Contract between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or Contracts, written or verbal, between the parties hereto related to the Provision for Services described herein.

IN WITHNESS WHEREOF, the parties here set their hands and seals as of the date first written above.

AUGUSTA, GEORGIA

Date_____

By: Garnett L. Johnson
As its Mayor

ATTEST:

Date _____

Lena Bonner
As its Clerk
(SEAL)

THE _____ COMPANY

Date_____

Printed name: _____
As its President

ATTEST:

Date _____

Corporate Secretary
(SEAL)

Date_____

Andy Penick
As Director of Procurement